

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) >		RATING	PAGE OF 1 30
2. CONTRACT NO.		3. SCREENING INFORMATION REQUEST NO. DTFAAC-13-R-04946		4. TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED (RFO)	5. DATE ISSUED 11/30/2012
7. ISSUED BY CODE FAA, AMT Acquisition Division (AMQ-310) 6500 South MacArthur Boulevard, MPB Bldg, Rm, 377 P.O. Box 25082 Oklahoma City, OK 73125-4931		6. REQUISITION/PURCHASE NO. AC-12-04946 (FAA Internal Use Only)			
8. ADDRESS OFFER TO (If other than Item 7) FAA, Customer Service Desk (AMQ-140) Multi-Purpose Building, Room 313 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73169					

MULTIPLE-AWARD, FIRM FIXED PRICE SOLICITATION Various Aircraft Systems Maintenance
INDEFINITE DELIVERY/REQUIREMENTS Training

9. Sealed offers in original and 1 copies (2 total) for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 321, Multi-Purpose Building until 3:00 local time 1/2/2013
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, AMS Provision No. 3.2.2.3-14. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: >		A. NAME Harold Hannah	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 405-954-7853 FAX: 405-954-9468
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 3.2.2.3-2, Minimum Offer Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (**60 calendar days unless a different period is inserted by the offeror**) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, AMS Clause No.3.3.1-6) >		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the REQUEST for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT	21. ACCOUNTING AND APPROPRIATION (4 COPIES UNLESS OTHERWISE SPECIFIED) >	
24. ADMINISTERED BY (If other than Item 7) CODE FAA, AMT Contract Management Team (AMQ-340) 6500 South MacArthur Boulevard, MPB Bldg, Rm. 321 P.O. Box 25082 Oklahoma City, OK 73125-4932		25. PAYMENT WILL BE MADE BY CODE FAA, Financial Operations Division (AMZ-100) 6500 South MacArthur Boulevard P.O. Box 25082 Oklahoma City, OK 73125-4304		
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Formerly SF-33

**PART I - SECTION B
SUPPLIES OR SERVICES AND PRICES/COST
PRICING SCHEDULE**

In accordance with the requirements and specifications contained herein, provide a Firm Fixed price per student, and the training hours/days contained in the contractor's training in support of FAA Academy, AMA-260 requirements.

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>				
1	Cessna 680 Aircraft Systems Familiarization Training (FAA21850015)	2 Students	@ _____	_____
<u>1st Option Year</u>				
2	Cessna 680 Aircraft Systems Familiarization Training (FAA21850015)	2 Students	@ _____	_____
<u>2nd Option Year</u>				
3	Cessna 680 Aircraft Systems Familiarization Training (FAA21850015)	2 Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____		
Proposed number of training <u>days</u> to complete all training and testing		_____		
Aircraft Multiple year total (CLIN's 1-3)				_____
<u>Base Year</u>				
4	Dornier DO-328 Aircraft Systems Familiarization Training (FAA21850016)	3 Students	@ _____	_____
<u>1st Option Year</u>				
5	Dornier DO-328 Aircraft Systems Familiarization Training (FAA21850016)	2 Students	@ _____	_____
<u>2nd Option Year</u>				
6	Dornier DO-328 Aircraft Systems Familiarization Training (FAA21850016)	2 Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____		
Proposed number of training <u>days</u> to complete all training and testing		_____		
Aircraft Multiple year total (CLIN's 4-6)				_____

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>	<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>				
7	Bell 206B Helicopter Systems Familiarization Training (FAA28356)	4 Students	@ _____	_____
<u>1st Option Year</u>				
8	Bell 206B Helicopter Systems Familiarization Training (FAA28356)	4 Students	@ _____	_____
<u>2nd Option Year</u>				
9	Bell 206B Helicopter Systems Familiarization Training (FAA28356)	4 Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing _____				
Proposed number of training <u>days</u> to complete all training and testing _____				
Aircraft Multiple year total (CLIN's 7-9)				_____
<u>Base Year</u>				
10	Bell 214 ST Helicopter Systems Familiarization Training (FAA21850017)	2 Students	@ _____	_____
<u>1st Option Year</u>				
11	Bell 214 ST Helicopter Systems Familiarization Training (FAA21850017)	2 Students	@ _____	_____
<u>2nd Option Year</u>				
12	Bell 214 ST Helicopter Systems Familiarization Training (FAA21850017)	2 Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing _____				
Proposed number of training <u>days</u> to complete all training and testing _____				
Aircraft Multiple year total (CLIN's 10-12)				_____

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>		<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>					
13	Falcon 2000 Aircraft Systems Familiarization Training (FAA21900012)	2	Students	@ _____	_____
<u>1st Option Year</u>					
14	Falcon 2000 Aircraft Systems Familiarization Training (FAA21900012)	2	Students	@ _____	_____
<u>2nd Option Year</u>					
15	Falcon 2000 Aircraft Systems Familiarization Training (FAA21900012)	2	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 13-15)					_____
<u>Base Year</u>					
16	Gulfstream G-200 Aircraft Systems Familiarization Training (FAA21900001)	2	Students	@ _____	_____
<u>1st Option Year</u>					
17	Gulfstream G-200 Aircraft Systems Familiarization Training (FAA21900001)	2	Students	@ _____	_____
<u>2nd Option Year</u>					
18	Gulfstream G-200 Aircraft Systems Familiarization Training (FAA21900001)	2	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 16-18)					_____

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>		<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>					
19	Dehavilland DHC-6 Aircraft Systems Familiarization Training (FAA29335)	2	Students	@ _____	_____
<u>1st Option Year</u>					
20	Dehavilland DHC-6 Aircraft Systems Familiarization Training (FAA29335)	2	Students	@ _____	_____
<u>2nd Option Year</u>					
21	Dehavilland DHC-6 Aircraft Systems Familiarization Training (FAA29335)	2	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 19-21)					_____
<u>Base Year</u>					
22	Fairchild Swearingen SA-226/227 Aircraft Systems Familiarization Training (FAA28346)	2	Students	@ _____	_____
<u>1st Option Year</u>					
23	Fairchild Swearingen SA-226/227 Aircraft Systems Familiarization Training (FAA28346)	2	Students	@ _____	_____
<u>2nd Option Year</u>					
24	Fairchild Swearingen SA-226/227 Aircraft Systems Familiarization Training (FAA28346)	2	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 22-24)					_____

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>			<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>						
25	Sikorsky S-76 Helicopter Systems Familiarization Training (FAA28485)	2	Students	@	_____	_____
<u>1st Option Year</u>						
26	Sikorsky S-76 Helicopter Systems Familiarization Training (FAA28485)	2	Students	@	_____	_____
<u>2nd Option Year</u>						
27	Sikorsky S-76 Helicopter Systems Familiarization Training (FAA28485)	2	Students	@	_____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____				
Proposed number of training <u>days</u> to complete all training and testing		_____				
Aircraft Multiple year total (CLIN's 25-27)						_____
<u>Base Year</u>						
28	Eurocopter AS-350 Helicopter Systems Familiarization Training (FAA29306)	2	Students	@	_____	_____
<u>1st Option Year</u>						
29	Eurocopter AS-350 Helicopter Systems Familiarization Training (FAA29306)	2	Students	@	_____	_____
<u>2nd Option Year</u>						
30	Eurocopter AS-350 Helicopter Systems Familiarization Training (FAA29306)	2	Students	@	_____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____				
Proposed number of training <u>days</u> to complete all training and testing		_____				
Aircraft Multiple year total (CLIN's 28-30)						

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>		<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>					
31	Bell 212 Helicopter Systems Familiarization Training (FAA21850009)	2	Students	@ _____	_____
<u>1st Option Year</u>					
32	Bell 212 Helicopter Systems Familiarization Training (FAA21850009)	2	Students	@ _____	_____
<u>2nd Option Year</u>					
33	Bell 212 Helicopter Systems Familiarization Training (FAA21850009)	2	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 31-33)					_____
<u>Base Year</u>					
34	Bell 407 Helicopter Systems Familiarization Training (FAA21850007)	4	Students	@ _____	_____
<u>1st Option Year</u>					
35	Bell 407 Helicopter Systems Familiarization Training (FAA21850007)	4	Students	@ _____	_____
<u>2nd Option Year</u>					
36	Bell 407 Helicopter Systems Familiarization Training (FAA21850007)	4	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 34-36)					_____

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>		<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>					
37	Short SD-360 Aircraft Systems Familiarization Training (FAA28426)	2	Students	@ _____	_____
<u>1st Option Year</u>					
38	Short SD-360 Aircraft Systems Familiarization Training (FAA28426)	2	Students	@ _____	_____
<u>2nd Option Year</u>					
39	Short SD-360 Aircraft Systems Familiarization Training (FAA28426)	2	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 37-39)					_____
<u>Base Year</u>					
40	Embraer ERJ-145 Aircraft Systems Familiarization Training (FAA28341)	16	Students	@ _____	_____
<u>1st Option Year</u>					
41	Embraer ERJ-145 Aircraft Systems Familiarization Training (FAA28341)	14	Students	@ _____	_____
<u>2nd Option Year</u>					
42	Embraer ERJ-145 Aircraft Systems Familiarization Training (FAA28341)	8	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 40-42)					_____

<u>CLN #</u>	<u>AIRCRAFT</u>	<u>ESTIMATED ANNUAL REQUIREMENTS</u>		<u>UNIT PRICE</u>	<u>ESTIMATED TOTAL AMOUNT</u>
<u>Base Year</u>					
43	Convair CV-580 Aircraft Systems Familiarization Training (FAA21850019)	16	Students	@ _____	_____
<u>1st Option Year</u>					
44	Convair CV-580 Aircraft Systems Familiarization Training (FAA21850019)	14	Students	@ _____	_____
<u>2nd Option Year</u>					
45	Convair CV-580 Aircraft Systems Familiarization Training (FAA21850019)	8	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 43-45)					_____
<u>Base Year</u>					
46	Convair CV-640 Aircraft Systems Familiarization Training (FAA21850014)	16	Students	@ _____	_____
<u>1st Option Year</u>					
47	Convair CV-640 Aircraft Systems Familiarization Training (FAA21850014)	14	Students	@ _____	_____
<u>2nd Option Year</u>					
48	Convair CV-640 Aircraft Systems Familiarization Training (FAA21850014)	8	Students	@ _____	_____
Proposed number of training <u>hours</u> to complete all training and testing		_____			
Proposed number of training <u>days</u> to complete all training and testing		_____			
Aircraft Multiple year total (CLIN's 46-48)					_____

Base Year Total (CLIN's 1, 4, 7, 10, 13, 16, 19, 22, 25, 28, 31, 34, 37, 40, 43, 46)

First Option Year Total (CLIN's 2, 5, 8, 11, 14, 17, 20, 23, 26, 29, 32, 35, 38, 41, 44, 47)

Second Option Year Total (CLIN's 3, 6, 9, 12, 15, 18, 21, 24, 27, 30, 33, 36, 39, 42, 45, 48)

Total Estimated Potential Value (ALL CLIN's)

PART I - SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The Contractor shall provide the supplies and services identified in SECTION B, SUPPLIES OR SERVICES AND PRICES/COST, in accordance with the Statement of Work shown as Attachment 1 in Part III – SECTION J, LIST OF ATTACHMENTS, and with all other terms, conditions, and provisions set forth herein.

PART I - SECTION D - PACKAGING AND MARKING

NOT APPLICABLE

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

The Contracting Officer or authorized representative of the government, may at any time, inspect or otherwise evaluate the work being performed under this contract as well as the facilities on which each task is being performed. If any inspection and/or evaluation are initiated, the Contractor is required to provide safe access and assistance to government representatives in the successful performance of all inspection and/or evaluation duties associated with subject contract effort.

E.2 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA 1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clause 3.10.4-4 Inspection of Services – Both Fixed-Price & Cost Reimbursement (Apr 1996)

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.10.4-4 INSPECTION OF SERVICES-BOTH FIXED-PRICE & COST REIMBURSEMENT (APRIL 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 AUTHORIZED PERFORMANCE (JAN 1997) CLA 0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center. Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.2 PRINCIPAL PLACE OF TRAINING (JAN 1997) CLA 0180

The contractor shall enter below the principal place of performance where ground school training will be conducted. In the event flight/simulator training is conducted at a location other than where the ground school is located, the contractor shall furnish all necessary transportation to these location(s). If air transportation is arranged by the contractor, such transportation shall consist of a confirmed reservation in "coach" class as a minimum for each student.

Type of Training	Location (City and State)
Ground School	_____
Simulator Training	_____

NOTE TO OFFEROR: Please submit additional sheets if needed, to provide the principal place of training for each aircraft offered.

F.3 TRAINING SCHEDULE (OCT 2006) CLA 0241

- (a) The contractor shall start the training described in this contract within **30 calendar days** after receipt of either an oral or written notice from the Contracting Officer that a requirement exists to furnish such training.
- (b) Exact training dates will be by mutual agreement of both parties. In the event of conflict, such as equipment malfunction, weather, unavailability of FAA pilots or aircraft, training dates will be rescheduled to other mutually agreeable dates.

F.4 CHANGE TO INDIVIDUAL DELIVERY ORDER SCHEDULE (JAN 1997) CLA.1137

- (a) The delivery schedule(s) of all delivery orders issued hereunder shall be established in accordance with the terms of the contract.
- (b) In the event that the Contractor fails to deliver in accordance with the established delivery schedule(s) and if such failure is not due to an excusable delay as defined in the Default clause of this contract, the Government, Contracting Officer, and the Contractor may at the Government's option, negotiate a revised delivery schedule(s) in exchange for adequate consideration to the Government. A contract modification will not be required, but the delivery order(s) shall be amended in writing accordingly.
- (c) A delivery order change or amendment made pursuant to this clause shall not affect the delivery schedule(s) of any other delivery order(s) issued under this contract.
- (d) This clause shall not limit the Government's rights under the Default clause.

F.5 CONTRACT PERIOD (JAN 1997) CLA 1604

The effective period of this contract is one year from date of award, plus two 1-year options, if exercised.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

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AMS 3.10.1-9 STOP WORK ORDER (OCTOBER 1996)
AMS 3.10.1-24 NOTICE OF DELAY (MARCH 2009)
AMS 3.11-34 F.O.B. DESTINATION (APRIL 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be set forth on individual delivery orders issued hereunder.

G.2 OPTION TO EXTEND SERVICES (JAN 1997) CLA 0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.3 INVOICING PROCEDURES – PILOT TRAINING (MAR 2003) CLA 2912

- (a) In addition to the requirements set forth at AMS 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit the following documentation as part of each invoice:
- (1) A completed and signed "Certificate of Training - Appendix A," for each student, signed by both the contractor and the FAA employee trained;
 - (2) Detailed invoice(s) for training provided, depicting:
 - (i) student name(s),
 - (ii) contract number and applicable delivery order number,
 - (iii) noun description of services and/or supplies, including applicable line item number(s) and quantity(s) that were provided,
 - (iv) extended totals for invoiced quantities.
 - (b) Payment to the contractor for completed training shall be limited to, and computed upon the per-student fixed rate set out in the Section B Schedule(s). Fractions of hourly performance shall be prorated in accordance with the contractor's standard accounting procedures for abbreviated or supplemental training. Payment for flight hours shall be computed upon aircraft "Flight Time," as defined in the clause entitled "Definitions."
 - (c) Properly executed "Certificate of Training - Appendix A," and invoice(s) shall be mailed as follows:

Original Invoice(s) to: FAA, Financial Operations Division (AMZ-100)
P.O. Box 25710
Oklahoma City, OK 73125-4913

Appendix A and one copy of invoice(s) to:
FAA Contracts and Program Administration Branch, (AMA-260)
P.O. Box 25082
Oklahoma City, OK 73125

Copy of Invoice(s) to: FAA Contracts Administration Branch, (AMQ-340)
Contract Management Team Aviation, Medical & Training Acquisition Division
P.O. Box 25082
Oklahoma City, OK 73125

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.10.1-22 CONTRACTING OFFICER'S REPRESENTATIVE (APR 2012)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)

CLA 0148

Procedures for communicating student absences, serious illness, injuries, or death to a FAA student shall be as follows:

- (a) In the event that a FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.2 AGREEMENT TO PARTICIPATE IN ALTERNATIVE DISPUTE RESOLUTION (APR 1998)

CLA 4540

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes"; the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.3 NOTICE OF CONTRACTOR TESTIMONY (SEP 2006)

CLA 4555

- (a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.
- (b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.4 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (SEP 2006)

CLA 4557

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

H.5 3.1.9-1 ELECTRONIC COMMERCE AND SIGNATURE (JULY 2007)

- (a) The Electronic Signatures in Global and National Commerce Act (E-SIGN) establishes a legal equivalence between
 - i. Contracts written on paper and contracts in electronic form;
 - ii. Pen-and-ink signatures and electronic signatures; and
 - iii. Other legally-required written records and the same information in electronic form.

(b) With the submission of an offer, the offeror acknowledges and accepts the utilization of electronic commerce as part of the requirements of this solicitation and the resultant contract.

(c) With the submission of an offer, the offeror understands the means of electronic commerce authorized under this contract are electronic mail and/or electronic bulletin boards.

(d) With the submission of an offer, the contractor understands that the portions of the contract authorized for the usage of electronic commerce are official correspondence, contract modifications, and/or other contract actions decided by the Adminstrating Contracting Officer.

(e) The use of electronic signature technology [CO to enter is or is not] authorized under this solicitation and the resulting contract. Contractors may use the following means of electronic signature technology to include PIN numbers or passwords, digital signatures, or smart cards.

(f) To ensure the authenticity, integrity, and reliability of the documents and data in the authorized system, the contractor will ensure that only authorized personnel have access and that applicable security standards are fully followed and upheld. A listing of personnel authorized to have access will be provided to the Contracting Officer (CO) within 15 calendar days from the date of award, and an updated listing will be forwarded to the CO whenever a change in authorized personnel has occurred.

PART II - SECTION I - CONTRACT CLAUSES

I.1 AVAILABILITY OF AIRCRAFT / SIMULATOR (NOVEMBER 2006)CLA.1029

(a) Should the aircraft/simulator intended for training purposes under this contract become unavailable, the contractor shall review all available aviation-related sources to acquire a replacement aircraft/simulator. Competition shall be sought to the maximum degree possible. The contractor shall make all reasonable efforts to acquire a replacement aircraft/simulator within 45 days of the date that the original training aircraft/simulator became unavailable. If the contractor is unable to acquire another aircraft/simulator that is acceptable for flight training, the contractor shall notify the contracting officer and furnish the same with a written summary of:

- (1) the contacts made by the contractor in seeking a replacement aircraft/simulator, and
- (2) the responses to inquiries made by the contractor.

Upon the contractor's notification to the contracting officer, the FAA may likewise review alternative sources for a suitable replacement, suggest possible sources to the contractor, and/or furnish an aircraft/simulator as Government-Furnished Property (GFP).

(b) The inability of the contractor to acquire a replacement aircraft/simulator, following the exhaustion of all reasonably viable sources, shall be regarded as beyond the control of the contractor and not due to negligence on the part of the contractor, and will not be a basis for termination of the contract for default. If this situation does occur, the Government will have the following options:

(1) Continue the contract with ground school and simulator training at the rates specified in Part I, Section B, less all costs associated with the flight portion of the training (e.g., aircraft/simulator rental/lease, flight instructor, etc.).

(2) Terminate the contract for convenience in accordance with AMS 3.10.6-1, Termination for Convenience of the Government (Fixed-Price) as applicable in Part II, Section I. Termination for convenience due to aircraft/simulator unavailability shall not be a basis for claims for compensation other than that already owed to the contractor for training completed prior to termination.

I.2 ORAL AND WRITTEN TELECOMMUNICATION ORDERS (JAN 1997)

CLA.1035R

Oral and written telecommunication orders are authorized only by the Contracting Officer. This method of ordering shall be used to fulfill emergency requirements and will be followed by a written order.

I.3 AMS 3.2.4-16 ORDERING (OCT 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract. Such orders may be issued from date of contract award through the expiration date of the contract or any options exercised thereto.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders issued by facsimile, email or other electronic commerce methods are considered "issued" when the Government sends the order. Orders may be issued orally only if authorized in the contract.

I.4 AMS 3.2.4-17 ORDER LIMITATIONS (OCT 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than the minimum hours required to train one inspector, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of TBD inspectors/students;
 - (2) Any order for a combination of items in excess of the estimated annual requirement; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 AMS 3.2.4-19 REQUIREMENTS (OCT 1996)

- (a) This is a requirements contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the "Schedule" are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the "Schedule" and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the "Schedule" that are required to be purchased by the Government activity or activities specified in the "Schedule."
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the delivery date required by order(s) placed within the ordering period.

I.6 EXCEPTION TO CLAUSE 3.2.4-19, REQUIREMENTS (OCT 1996)

Notwithstanding the requirements of paragraph (c) of Clause 3.2.4-19, Requirements, FAA Inspectors assigned to certificate management responsibilities of an air carrier under the Air Transportation Oversight System (ATOS) are excluded from the Schedule specified in this contract.

I.7 AMS 3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (APR 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the present term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years, six (6) months.

I.8 AMS 3.3.1-11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1996)

Funds are not presently available for performance under this contract beyond Period of Performance. The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond POP, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.9 AMS 3.3.1-33 System for Award Management (August 2012)

(a) Definitions. As used in this clause

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the SAM database;

(B) comply with the requirements of AMS regarding novation and change-of-name agreements; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

I.10 AMS 3.6.2-34 SERVICE CONTRACT ACT - PLACE OF PERFORMANCE UNKNOWN (APRIL 1996)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the Screening Information Request (SIR) was issued. In addition to places or areas identified in wage determinations, if any, attached to the SIR, wage determinations have also been requested for the following: N/A. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by 12/20/2012 @ 5 P.M. central time.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit offers. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.11 TAR 1252.228-72 RISK AND INDEMNITIES (DEC 1997)

The Contractor hereby agrees to indemnify and hold harmless the Government, its officers and employees from and against all claims, demands, damages, liabilities, losses, suits and judgments (including all costs and expenses incident thereto) which may be suffered by, accrue against, be charged to or recoverable from the Government, its officers and employees by reason of injury to or death of any person other than officers, agents, or employees of the Government or by reason of damage to property of others of whatsoever kind (other than the property of the Government, its officers, agents or employees) arising out of the operation of the aircraft. In the event the Contractor holds or obtains insurance in support of this covenant, evidence of insurance shall be delivered to the Contracting Officer.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.1.7-2	ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 1997)
AMS 3.1.7-5	DISCLOSURE OF CONFLICTS OF INTEREST (MARCH 2009)
AMS 3.2.2.3-33	ORDER OF PRECEDENCE (MAR 2009)
AMS 3.2.2.7-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (APR 2011)
AMS 3.2.2.7-8	DISCLOSURE OF TEAM ARRANGEMENTS (APR 2008)
AMS 3.2.4-34	OPTION TO EXTEND SERVICES (APR 1996)
AMS 3.2.5-1	OFFICIALS NOT TO BENEFIT (APR 1996)
AMS 3.2.5-3	GRATUITIES OR GIFTS (JAN 1999)
AMS 3.2.5-4	CONTINGENT FEES (OCT 1996)
AMS 3.2.5-5	ANTI-KICKBACK PROCEDURES (OCT 2010)
AMS 3.2.5-8	WHISTLEBLOWER PROTECTIN FOR CONTRACTOR EMPLOYEES (APR 1996)
AMS 3.3.1-1	PAYMENTS (APR 1996)
AMS 3.3.1-6	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
AMS 3.3.1-8	EXTRAS (MAY 1997)
AMS 3.3.1-10	AVAILABILITY OF FUNDS (MAY 1997)
AMS 3.3.1-15	ASSIGNMENT OF CLAIMS (APR 1996)
AMS 3.3.1-17	PROMPT PAYMENT (APR 2012)
AMS 3.3.1-34	PAYMENT BY ELECTRONIC FUNDS TRANSFER- SYSTEM FOR AWARD MANAGEMENT (AUGUST 2012)
AMS 3.3.1-36	AVAILABILITY OF FUNDS – OPTION PERIODS UNDER A CONTINUING RESOLUTION (APR 2008)
AMS 3.3.2-1	FAA COST PRINCIPLES (OCT 1996)
AMS 3.4.1-12	INSURANCE (JUL 1996)
AMS 3.4.1-13	ERRORS AND OMISSIONS (JUL 1996)
AMS 3.4.2-6	TAXES-CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (OCT 1996)

AMS 3.4.2-8	FEDERAL, STATE, AND LOCAL TAXES-SEALED BID AND CERTAIN NEGOTIATED CONTRACTS (APR 1996)
AMS 3.5-1	AUTHORIZATION AND CONSENT (JANUARY 2009)
AMS 3.5-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JANUARY 2009)
AMS 3.6.1-3	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED, AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS CONCERNS (MARCH 2009)
AMS 3.6.1-4	SMALL, SMALL DISADVANTAGED, WOMEN-OWNED AND SERVICE-DISABLED VETERAN OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUGUST 2012)
AMS 3.6.2-2	CONVICT LABOR (APR 1996)
AMS 3.6.2-9	EQUAL OPPORTUNITY (AUG 1998)
AMS 3.6.2-13	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
AMS 3.6.2-16	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (APR 1996)
AMS 3.6.2-28	SERVICE CONTRACT ACT OF 1965, AS AMENDED (OCTOBER 2010)
AMS 3.6.2-31	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-PRICE ADJUSTMENT (APRIL 1996)
AMS 3.6.2-39	TRAFFICKING IN PERSONS (JAN 2008)
AMS 3.6.2-44	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (JANUARY 2012)
AMS 3.6.3-16	DRUG FREE WORKPLACE (MAR 2009)
AMS 3.6.4-10	RESTRICTINS ON CERTAIN FOREIGN PURCHASES (JAN 2010)
AMS 3.8.2-19	PROHIBITION ON ADVERTISING (OCT 1996)
AMS 3.9.1-1	CONTRACT DISPUTES (OCT 2011)
AMS 3.9.1-2	PROTEST AFTER AWARD (AUG 1997)
AMS 3.10.1-7	BANKRUPTCY (APR 1996)
AMS 3.10.1-12	CHANGES – FIXED PRICE (1996)
AMS 3.10.1-12	CHANGES – FIXED PRICE ALTERNATE 2 (APR 1996)
AMS 3.10.1-25	NOVATION AND CHANGE OF NAME AGREEMENTS (OCT 2007)
AMS 3.10.2-1	Subcontracts (Fixed-Price Contracts) (April 1996)
AMS 3.10.6-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)(OCT 1996)
AMS 3.10.6-4	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE (OCT 1996)
AMS 3.13-3	PRINTING OR COPYING DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (JANUARY 2012)
AMS 3.13-5	SEAT BELT USE BY CONTRACTOR EMPLOYEES (OCT 2001)
AMS 3.13-13	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (JAN 2011)
AMS 3.13-14	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2012)

PART III - SECTION J - LIST OF ATTACHMENTS

<u>ATTACHMENT</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
1	Performance Work Statement Systems Training	3
2	Certificate of Training – Appendix A	3
3	Instructions for Preparation and Use of FAA Form 4040-2, FAA Crewmember Check Record	3
4	FAA Crewmember Check Record (Form 4040-2)	2

**PART IV - SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

- 1 Name of Firm: _____ Tax Identification No.: _____
- 2 Address of Firm: _____ DUNS No.: _____
- 3 a. Telephone Number of Firm: _____ b. Fax Number of Firm: _____
- 4 a. Name of Person Making Declaration _____
- b. Telephone Number of Person Making Declaration _____
- c. Position Held in the Company _____
- 5 Controlling Interest in Company (*"X" all appropriate boxes*)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*) _____

- 7 Nature of Business (*Specify all services/products*) _____
- 8 (a) Years the firm has been in business _____ (b) No. of Employees _____
- 9 Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
- ☐ c. Other (*Explain*) _____
10. Gross receipts of the firm for the last three years:
- | | |
|--------------------------------|----------------------------------|
| <u>a.1. Year Ending:</u> _____ | <u>b.1. Gross Receipts</u> _____ |
| <u>a.2. Year Ending:</u> _____ | <u>b.2. Gross Receipts</u> _____ |
| <u>a.3. Year Ending:</u> _____ | <u>b.3. Gross Receipts</u> _____ |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING _____

ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE

THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.

14. a. Signature _____ b. Date: _____

c. Typed Name _____ d. Title: _____

K.1 NAICS CODE AND SMALL BUSINESS SIZE STANDARD (NOV 2000) CLA 0126

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 611512.
- (2) The small business size standard is \$25.5 Million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

K.2 SCREENING INFORMATION REQUEST DOCUMENT CERTIFICATION (MAR 1999)

CLA 4532

By signature on the face of this SIR, the offeror certifies that the signee is an officer or employee of the firm submitting this offer who is responsible for the preparation of this offer. The signature further certifies that, to the best of their knowledge and belief, no changes have been made to any terms or conditions contained in the original documents/SIR as issued by the FAA. Offeror fully understands that failure to make disclosure of changes may cause the contract to be terminated for default or rescinded as being null and void and shall not be a legally binding contract.

K.3 AMS 3.2.2.3-10 TYPE OF BUSINESS ORGANIZATION (JUL 2004)

By checking the applicable box, the offeror (you) represents that—

- (a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ (specify what type of organization).
- (b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

K.4 AMS 3.2.2.3-23 PLACE OF PERFORMANCE (JUL 2004)

- (a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at different addresses from your address as stated in this offer.
- (b) If you check 'intends' in paragraph (a) above, insert the following information:
Place of Performance Street: _____
City: _____
State: _____
Zip Code: _____
Name of owner and operator, if other than the owner: _____

K.5 3.2.2.3-35 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JULY 2004)

The offeror certifies that annual representations and certifications (check the appropriate block):

☐ (a) Dated _____ (insert date of signature on offer) which are incorporated by reference, have been submitted to the contracting office issuing this SIR and that the information is current, accurate, and complete as of the date of this offer, except as follows (insert changes that affect only this SIR; if 'none,' say so):

☐ (b) Are enclosed.

K.6 AMS 3.2.2.3-70 TAXPAYER IDENTIFICATION (JUL 2004)

(a) Definitions.

- (1) **"Common parent,"** as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.
- (2) **"Corporate status,"** as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.
- (3) **"Taxpayer Identification Number (TIN),"** as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to

comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.7 AMS 3.2.2.7-7 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (JAN 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that

(i) The Offeror and/or any of its Principals-

A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)

(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples-

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (b) The Offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

K.8 AMS 3.3.1-35 CERTIFICATION OF REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (AUGUST 2012)

In accordance with Clause 3.3.1-33, System for Award Management (SAM), offeror certifies that they are registered in the SAM Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

K.9 AMS 3.6.2-5 CERTIFICATION OF NONSEGREGATED FACILITIES (MARCH 2009)

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will

be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.10 AMS 3.6.2-6 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (MAY 1997)

The offeror represents that—

(a) It [] has, [] has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AMS 3.6.2-8 AFFIRMATIVE ACTION COMPLIANCE (APR 1996)

The offeror represents that-

(a) it [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.12 AMS 3.6.4-19 PROHIBITION ON ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-
CERTIFICATION. (JANUARY 2012)**

(a) Definitions.

"Person"

(1) Means

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive Technology"

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically

(i) To restrict the flow of free, unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict the speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to Section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(3) The offeror must e-mail any questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with AMS Iran Sanctions Guidance, by submission of its offer, the offeror

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.

(c) The certification requirement of paragraph (b) of this provision does not apply if the acquisition is subject to the trade-related acts in AMS Trade Agreements Guidance.

K.13 AMS 3.8.2-18 CERTIFICATION OF DATA (May 1997)

(a) The offeror represents and certifies that to the best of its knowledge and belief, the information and/or data (e.g., company profile, qualifications, background statements, brochures) submitted with its offer is current, accurate, and complete as of the date of its offer.

(b) The offeror understands that any inaccurate data provided to the Department of Transportation may subject the offeror, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) enforcement action for false claims or statements pursuant to the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801-3812 and 49 CFR Part 31 and/or; (3) termination for default under any contract resulting from its offer and/or; (4) debarment or suspension.

(c) The offeror agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.2.5-7 DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

AMS 3.2.2.3-82 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION (JULY 2012)

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**PART IV - SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS**

L.1 INFORMATION AND CONSIDERATIONS AFFECTING OFFEROR PROPOSAL SUBMISSIONS

(a) The Procurement Contracting Officer (PCO) is the only point of contact for this acquisition. **Address any questions or concerns that you may have to the PCO.** Only written requests for clarification may be sent to the PCO at the address located on the front page of the SIR, ATTENTION: Harold Hannah or via email at harold.hannah@faa.gov. All questions and Government responses will be provided to each identified interested party.

(b) The Government intends to award multiple contracts to the Lowest Price Technically Acceptable (LPTA) Offeror for each training course. Each training course requirement is identified by separate CLINs in Schedule B and competition will be on an aircraft by aircraft basis. Resulting contracts will be awarded to the LPTA Offeror for that Aircraft. The awarded contract may contain many, few, or one CLIN depending on the competition results.

(c) It is the intent of the Government to award Multiple Firm Fixed Priced Indefinite Delivery/Requirements Contracts priced by CLIN for each Student per class for a one year base period and up to two priced option years.

(d) Specific attention is invited to **AMS paragraph 3.2.2.3.1.2.2: Communications with Offerors**. The FAA may communicate with one or more offerors at any time during the SIR process. Communications with one offeror does not necessitate communications with other offerors, since communications will be offeror specific. Information determined to have common application and not considered prejudicial to offerors will be communicated to all offerors.

(e) If an offeror believes that the requirements in these instructions contain an error, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale. The offeror is reminded that the FAA reserves the right to award this effort based on the initial proposal without discussions.

L.2 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

1. It is recommended the Contractor provide an offeror letter with ground rules & assumptions outlining the requirement outlined in the attached Performance Work Statement. Any provisions not applicable to the requirement.

2. **Volume 1 - Screening Information Request and Past Performance Information:** This volume shall contain a copy of the solicitation duly executed by an official authorized to bind the offeror along with Past Performance References.

(a) This volume shall contain Contractor pricing (Section B of the Solicitation).

Note: The Government anticipates that pricing of this action will be based on adequate price competition; therefore, offerors are not required to submit with their offer, in support of the price, man-hours, material costs and any other recurring or non-recurring costs. If however, competition does not materialize, the Contracting Officer may require upon request "other than certified cost and pricing" deemed necessary to adequately evaluate the reasonableness of the price. Examples of "other than certified cost and pricing" include: competitive published lists, published market prices, similar quote and/or copies of actual vendor quotations received.

(b) Past Performance References: Offerors shall submit the following information as part of their proposal for both the offeror and proposed major subcontractors, if any.

A list of 3 (three) contracts and/or subcontracts completed during the past three years and all contracts and subcontracts currently in process that are similar in scope, complexity, and magnitude to the requirements described in this Performance Work Statement.

1. Contracts listed may include those entered into by the federal government, agencies of state and local governments, and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all key personnel. Include the following information for each contract and subcontract:
 2. Agency or entity name
 3. Project or program title
 4. Contract number
 5. Contract type (i.e. firm fixed-price, labor-hour, etc)
 6. Total contract value (\$)
 7. Description of Contract work performed
 8. Contract start-completion dates
 9. Contracting Officer name, telephone, email, and fax number
 10. Program manager name, telephone, email, and fax number
 11. Administrative Contracting Officer name, if different from # 6, and telephone, email, and fax number.
 12. List of major subcontractors

Note: The offeror is responsible for verifying references before submission to ensure all information is correct. Offerors must explain what aspects of the contracts identified are deemed relevant to the proposed effort and to what aspects of the proposed effort they relate. Offerors are encouraged to provide points of contacts who are willing to complete and return a past performance questionnaire that may be issued by the Contracting Officer.

Offerors are cautioned that the FAA may use the data provided by other sources in assessing risk associated with past performance and experience. Offerors may be given an opportunity to rebut information considered negative and relevant to the evaluation if the information was obtained from other sources. While the FAA may consider data from other sources, the burden of providing thorough and complete past performance data rests with the offeror.

3. Volume 2 - Technical Proposal: This volume shall contain requirements outlined in the attached Performance Work Statement, of this document in accordance with all applicable Clauses and Provisions.

L.3 PREPARATION OF TECHNICAL PROPOSALS (JAN 1997)

CLA 1045

- (a) Offerors must submit technical proposals in addition to price proposals. The technical proposal must be specific and in sufficient detail to enable an evaluation team to make a thorough evaluation to determine if the proposed services meet the requirements of the Government and to determine that the offeror has a thorough understanding of the requirement.
- (b) Offerors are advised to submit proposals, which are clear and comprehensive without additional explanation or information. Additional information may be requested from offerors whose proposals are considered to be reasonably susceptible to being made acceptable; however, the Government reserves the right to award a contract based on initial offers received, without discussions or negotiations.
- (c) The technical proposal must provide information to address the following evaluation factors, which are all equal in importance:
 - (1) Training Syllabus in sufficient detail to determine compliance with the SIR.
 - (2) Availability of training aids and facilities;
 - (3) Hours proposed to meet qualifications in SIR;
 - (4) Offeror must provide the proposed number of training days.
 - (5) Qualification Statements and Instructor Resume's.

L.4 NOTICE TO OFFERORS OF AVAILABILITY OF FUNDS (JAN 1997)

CLA 2710

The purpose of this provision is to put offerors on notice that funds are not presently available for this procurement. Offerors are hereby notified that this solicitation may be canceled. If funds do not become available, the Government will not be liable for any proposal preparation costs if this solicitation is canceled. Offerors will prepare proposals at their own risk. Therefore, the Government's obligation is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer and no contract may be awarded until funds are available.

L.5 REQUEST FOR MODIFICATION OF CONTRACT TERMS AND CONDITIONS (JAN 1997)

CLA 4533

Offerors are hereby notified that the terms and conditions of this SIR shall be changed only through formal amendment(s) issued by the Contracting Officer. If an offeror takes issue with the terms and conditions contained herein, the offeror shall submit a Request for Modification of Terms and Conditions under separate attachment to its proposal. This request should be in offeror's format, on offeror's letterhead, signed by an officer of the company with authority to bind the offeror. The request must include documentation that fully highlights the offeror's proposed changes and must be specific as to the exact term(s) or condition (s) to which the exception(s) are being taken. These changes shall not be binding on the FAA until fully agreed to by both the FAA and the offeror and incorporated into the document prior to contract award.

L.6 AMS 3.2.2.3-15 AUTHORIZED NEGOTIATORS (JULY 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name:_____ Title:_____ Phone number:_____

L.7 AMS 3.2.2.3-20 ELECTRONIC OFFERS (JUL 2004)

(a) The offeror (you) may submit responses to this SIR by email. Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to harold.hannah@faa.gov. Offerors are encouraged to call the contract specialist at 405-954-7853 to verify receipt.

(f) if you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

L.8 AMS 3.2.4-1 TYPE OF CONTRACT (APR 1996)

The FAA contemplates award for the Firm Fixed Price (FFP) of an Indefinite Delivery/Requirements type multiple award contracts resulting from this Screening Information Request (SIR).

L.9 AMS 3.9.1-3 PROTEST (OCT 2011)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile or if permitted by order of the ODRA, by electronic filing.. A protest is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after

the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Ave., S.W.
Room 323
Washington, DC 20591

Telephone: (202) 267-3290
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.2.2.3-1 FALSE STATEMENTS IN OFFERS (JULY 2004)
AMS 3.2.2.3-6 SUBMITTALS IN THE ENGLISH LANGUAGE (JULY 2004)
AMS 3.2.2.3-7 SUBMITTALS IN U.S. CURRENCY (JULY 2004)
AMS 3.2.2.3-11 UNNECESSARILY ELABORATE SUBMITTALS (JULY 2004)
AMS 3.2.2.3-12 AMENDMENTS TO SCREENING INFORMATION REQUESTS (JULY 2004)
AMS 3.2.2.3-13 SUBMISSION OF INFORMATION/DOCUMENTATION/OFFERS (JULY 2004)
AMS 3.2.2.3-14 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF SUBMITTALS (JULY 2004)
AMS 3.2.2.3-16 RESTRICTING, DISCLOSING AND USING DATA (JULY 2004)
AMS 3.2.2.3-17 PREPARING OFFERS (JULY 2004)
AMS 3.2.2.3-18 PROSPECTIVE OFFEROR'S REQUESTS FOR EXPLANATIONS (MAR 2009)
AMS 3.2.2.3-19 CONTRACT AWARD (JULY 2004)
AMS 3.2.4-25 SINGLE OR MULTIPLE AWARDS (APRIL 1996)
AMS 3.13-4 CONTRACTOR IDENTIFICATION NUMBER—DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AUGUST 2012)

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PART IV - SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS OF CONTRACT AWARD

Awards will be made to the **Lowest Priced Technically Acceptable (LPTA) Offerors deemed responsible in accordance with AMS 3.2.2.2 and whose proposals are responsive to the solicitation requirements.** The solicitation requirements include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation. The Government intends to award without discussions. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if determined necessary by the Contracting Officer. The Government intends to award multiple contracts by aircraft type.

M.2 EVALUATION CRITERIA

The overall evaluation criteria factors used to determine the “acceptability” or “unacceptability” of the relevant performance (current and/or past) and technical proposals addressing the five (5) factors associated with training as follows:

FACTOR 1: THE OFFEROR MUST PROVIDE A TRAINING SYLLABUS FOR INITIAL TRAINING IN SUFFICIENT DETAIL TO DETERMINE COMPLIANCE WITH THE REQUIREMENTS OF THE SOLICITATION.

CRITERIA: A training syllabus for initial training in sufficient detail to determine compliance with the requirements specified in section F.5 of the PWS.

ACCEPTABLE: The standard is met when the offeror provides a syllabus for each proposed training course that meets the requirements of the PWS.

FACTOR 2: THE OFFEROR MUST PROVIDE A description of THEIR training aids and facilities that meet the requirements of the Solicitation.

CRITERIA: Evidence of available resources to support requirements of Section F.4.(a)through(k) and G (1) of the PWS.

ACCEPTABLE: The standard is met when the offeror is able to provide a description of the availability of training aids and facilities required to meet PWS and solicitation requirements.

FACTOR 3: THE OFFEROR MUST PROVIDE PROPOSED TRAINING HOURS TO MEET REQUIREMENTS OF THE SOLICITATION.

CRITERIA: Proposed Training Hours to meet the training requirements outlined in Sections C and F (1) of the PWS.

ACCEPTABLE: The Standard is met when the offeror provides proposed training hours to meet the requirements in sections C and F (1) of the PWS.

FACTOR 4: THE OFFEROR MUST PROVIDE THE PROPOSED NUMBER OF TRAINING DAYS EXPECTED TO BE REQUIRED TO COMPLETE ALL TRAINING AND TESTING FOR EACH COURSE.

CRITERIA: Proposed number of training days to complete all training for each course proposed.

ACCEPTABLE: The Standard is met when the offeror provides the number of training days expected to be required to complete all training for each course proposed.

FACTOR 5: THE OFFEROR MUST PROVIDE THE QUALIFICATION STATEMENTS AND RESUMES OF THE INSTRUCTORS IN ACCORDANCE WITH SECTION “F” OF THE REQUIREMENTS OF THE PERFORMANCE WORK STATEMENT.

CRITERIA: Persons utilized as instructors shall be professional Maintenance technicians with a minimum of ten years of industry experience and three years of teaching experience.

ACCEPTABLE: The Standard is met when the offeror meets the requirements of section F (6)(a) in the PWS.

M.3 EVALUATION OF PROPOSALS (JUN 2007)

CLA 0213

- Technical proposals will be evaluated according to the categories listed below which are **all rated as Acceptable or Not Acceptable:**

- (1) Training Syllabus in sufficient detail to determine compliance with the SIR.
 - (2) Availability of training aids and facilities;
 - (3) Hours proposed to meet qualifications in SIR;
 - (4) Offeror must provide the proposed number of training days.
 - (5) Qualification Statements and Instructor Resume's.
- Evaluation of price proposals will consider the total price proposed per student, per course. Price evaluation will also include the total amount per course including option years, if requested as a part of the Schedule B.
 - Multiple Awards will be made to the Lowest-Priced Technically Acceptable (**LPTA**), responsible offeror, with satisfactory past performance for each aircraft.

M.4 EVALUATION OF RESPONSIBILITY

Some, all, or none of the References provided in accordance with Section L.2 may be contacted to confirm the validity of the information provided and to obtain past performance information. Past performance information is relevant information, to accomplish a responsibility determination. It includes, for example, the contractor's record of conforming to contract requirements; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; the contractor's record of integrity and business ethics, and generally, the contractor's business-like concern for the interest of the customer.

Relevant contracts and subcontracts are those that are similar in size, scope, and complexity to the requirements described in the Performance Work Statement and that have been completed during the past three years or are currently in progress.

To be determined responsible, a prospective contractor must not have an unsatisfactory Past Performance record.

AMS 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (JUL 2011)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov>.

AMS 3.2.4-31 EVALUATION OF OPTIONS (APR 1996)

AMS 3.3.1-30 PROGRESS PAYMENTS NOT INCLUDED (NOVEMBER 1997)

PERFORMANCE WORK STATEMENT

A. PROJECT/TITLE

Various Aircraft Systems Maintenance Training for Flight Standards Airworthiness Inspectors employed by the Federal Aviation Administration (FAA).

B. BACKGROUND

Under Title 49 of the United States Code (49 U.S.C.), the FAA is authorized to acquire and expend funds for the acquisition, operation, and maintenance of aircraft as necessary in the exercise and performance of the powers and duties of the Administrator. The interests of the public, the safety of the workforce, and the credibility of the organization are best served by having qualified, proficient, and current inspectors conducting maintenance surveillance, testing, and checking functions.

C. SCOPE

The contractor is to provide initial training to FAA inspectors in aircraft systems for the aircraft specified in Schedule B. The contractor may provide this training through their standard course offered to the public or other governmental agencies or by submitting a course solely intended for FAA inspectors. Student quotas for these courses will be assigned by the Flight Standards Service Training Division, AFS-500 or Aircraft Certification Service – Planning and Program Division AIR-500. FAA formal training consists of training courses with agency level course numbers that will be officially recorded in the employee's personnel records. Class size will range from one FAA employee to a maximum of 12. FAA employees may be scheduled into classes with non-FAA customers. The tuition cost should be based on a per student basis. All travel and per diem costs will be the responsibility of the FAA.

D. DEFINITIONS

The following definitions are used to define the terminology contained herein and are applicable as required by Title 14 of the Code of Federal Aviation Regulations (14 CFR):

1. Contracting Officer (CO): The person authorized to act on behalf of the Government to negotiate and award contracts and modifications thereto, and to administer contracts through completion or termination. Except for certain limited authority delegated by the Contracting Officer to a technical representative, the Contracting Officer is the only individual with the authority to direct the work of the Contractor.
2. Contracting Officer's Technical Representative (COR): The authorized Government representative(s) acting within the limits of their delegated authority for management of specific projects or functional activities.
3. FAA: Federal Aviation Administration, a component agency of the U.S. Department of Transportation

E. APPLICABLE DOCUMENTS

Title 14 of the Code of Federal Aviation Regulations (14 CFR), Parts 91, 121, and 135. The applicable regulations are available for download, in pdf format, from www.faa.gov/regulations_policies/faa_regulations/

Title 49 of the United States Code available at <http://uscode.house.gov/download/download.shtml>

F. GENERAL REQUIREMENTS

1. Daily Sessions

When possible, training shall be conducted on a one-shift basis, eight hours per day, five days per week. To the maximum extent possible, training should not start on a Monday, a day following a federal holiday, nor be conducted on a weekend. After the first week, training shall be conducted Monday through Friday. Training is to be continuous during these days except for federally established holidays. Local or state holidays shall not interrupt the training period. Normal hours of training should not begin later than 9:00 a.m. Should a requirement exist to change either the hours or days of training indicated, the change must be coordinated in advance with the FAA COR.

2. Student Completion Reports

Upon completion of all training, the contractor shall issue a Certificate of Training (Appendix A). The FAA inspector shall sign the certificate certifying the type of training provided, specific dates, and the duration of such training. One copy of each such certificate shall be submitted to the COR.

3. Level of Training

FAA personnel are expected to perform at a level compatible, with the highest standards of the specialty. Accordingly, each course of instruction shall adhere to the adult learning principles, which include but are not limited to:

- a. Focus the training on "Real World" situations and applications.
- b. Emphasize how the training can be applied.
- c. Relate the training to the instructional objectives.
- d. If possible, relate the training materials to the FAA employees past experience.
- e. Allow reasonable debate and challenge of ideas.
- f. Encourage FAA employees to be resources to one another.

4. Training Facilities

- a. Classrooms must be large enough to accommodate at least the entire class plus one observer, with either desks or tables large enough to allow the students to be able to take notes and still have space for them to keep their reference books open during lecture periods. Student chairs must be ergonomically appropriate for 8-hour occupancy.
- b. Sufficient presentation boards for effective teaching shall be provided.
- c. The classroom shall be well lighted. There shall be not less than 30 foot-candles of illumination at the student's desk or table.
- d. The classroom shall be cleaned not less than two times each week of instruction.
- e. Sanitary restroom facilities shall be available within convenient distance of the classroom.
- f. The classroom facilities shall be adequately ventilated; heated in winter and cooled in summer. Temperature range shall not exceed 68 to 74 degrees, Fahrenheit.
- g. Ambient noise shall be below the distraction point. At any position in the classroom, normal instructor voice levels should exceed the ambient noise level by 20 decibels.
- h. Contractor shall comply with safety standards specified by the National Electrical Code, the National Fire Code, and the United States of America Standards Institute in conducting contract training. Each class shall receive a briefing on safety and security procedures to ensure proper egress in the event of any foreseeable emergency.
- i. Local environmental distraction adversely affecting student learning shall be eliminated.
- j. Adequate free student parking shall be available near the training site.
- k. Visual aids used in the classroom to describe specific aircraft system or aircraft components shall be legible, visible from each student station, and color enhanced as necessary to show each system operating mode.

5. Qualifications

This course must provide inspectors who have minimal or no experience working on the specified aircraft with a detailed description of the operation, component location, and maintenance and troubleshooting of aircraft systems. At a minimum, the training must include the applicable ATA chapters list in FEDERAL AVIATION ADMINISTRATION JOINT AIRCRAFT SYSTEM/COMPONENT CODE TABLE AND DEFINITIONS listed on the following link:

http://av-info.faa.gov/sdrx/documents/JASC_Code.pdf

6. Training Requirements

- (a) All instruction shall be presented by a qualified instructor in a classroom environment with 3 years of instructor experience and 10 years of maintenance experience. If Computer-Based Instruction (CBI) is used to accomplish training then the following requirements shall be met:
 - (1) Inspectors shall receive a thorough briefing on the operation and use of the CBI equipment.
 - (2) At least one instructor shall be present or readily accessible by electronic means to resolve any problems or questions that the inspector may have regarding the material presented in the CBI program.
 - (3) All material presented by CBI shall be reviewed and reinforced by a qualified instructor in classroom discussion or one-on-one with the inspector.
- (b) In the event the FAA inspector fails to report for training as scheduled, or should become ill, injured or incapacitated during the training period the contractor shall promptly notify the COR and the inspector/pilot's emergency contact if known.
- (c) The contractor shall notify the COR of the inspector's completion status within 5 working days after completion of the training program.
- (d) Upon completion of all training, the contractor shall issue a Certificate of Training (Appendix A). The FAA inspector shall sign the certificate certifying the type of training provided, specific dates, and the duration of such training. One copy of each such certificate shall be submitted to the COR.

G. PERFORMANCE REQUIREMENTS FOR TRAINING COURSES

1. As part of the proposal, the contractor must submit:

- A training syllabus for initial training in sufficient detail to determine compliance with the requirements specified in section F.5 (Qualifications) of this performance work statement (PWS).
- A description of the training aids and facilities in sufficient detail to determine compliance with the requirements of section F (4) of this PWS.
- Proposed training hours in compliance with Schedule B and section F (1) of this PWS.
- Proposed number of training days expected to be required to complete all training and testing for each course.
- Access to an Aircraft, Simulator, or Flight training Device to be utilized in the instruction of the course.

2. Deliverables

The contractor shall:

- At least two weeks prior to any course, provide each registered student with the training site address, map and/or directions to the training site, a local point of contact and telephone number, and commercially available lodging near the training site.
- Provide training as specified in their submitted training program.
- Provide the hours of training proposed in Schedule B.
- Commence training upon the inspector's arrival at the contractor's facility on the date and time agreed upon.
- Provide a copy of the syllabus, training schedule and course description, course reference book and any other needed course materials to each inspector on the first training day of each training course.
- Complete the training within the proposed number of training days barring unforeseen circumstances beyond the control of the contractor.
- Provide the COR with a completed certificate of training signed by both the inspector/pilot and the contractor's instructor and the course critique (Appendix A) within 5 calendar days of the completion of the training.

CERTIFICATE OF TRAINING - APPENDIX A

This Certificate of Training for pilots and flight engineers shall be prepared by the contractor and furnished to the FAA as evidence of completion of training for the student indicated.

RETURN OF AN ACCURATELY COMPLETED CERTIFICATE OF TRAINING IS ESSENTIAL SINCE CERTIFICATION FOR PAYMENT UNDER THE CONTRACT CANNOT BE MADE UNTIL THIS CERTIFICATE IS RECEIVED -
- - CERTIFICATE MUST HAVE THE SIGNATURE OF THE STUDENT CERTIFYING RECEIPT OF THE COURSE FLIGHT, FLIGHT TRAINING DEVICE, SIMULATOR, AND GROUND SCHOOL HOURS COMPLETED- -

As soon as the training has been completed, the contractor shall return this certificate together with the other items specified in the Payment Clause to the following address:

FAA Mike Monroney Aeronautical Center
 FAA Academy - ATTN: Contracts and Program Administration Branch, AMA-260
 P.O. Box 25082
 Oklahoma City, Oklahoma 73125

CONTRACTOR: _____ CONTRACT NO.: DTFA-AC-_____

COURSE: _____ DELIVERY ORDER NO.: DTFA-AC-_____

TYPE OF FLIGHT CHECK COMPLETED (circle)

Initial Qualification

Recurrent Qualification

Other (specify) _____

TRAINING DATES:

TOTAL TRAINING HOURS

GROUND SCHOOL _____ Hours

FLIGHT TRAINING DEVICE _____ | _____ Hours

SIMULATOR _____ | _____ Hours

FLIGHT _____ | _____ Hours

COMPLETION STATUS (circle one): PASS FAIL WITHDRAW INCOMPLETE

I certify that I received the ground school, flight-training device, simulator, and flight time as reported herein.

STUDENT SIGNATURE

DATE

CONTRACTOR OFFICIAL SIGNATURE

DATE

****NOTE: FAA Student: Your signature certifies that you received the flight, ground school, and simulator time as indicated. Payment will be made from this document. Please complete the course evaluation / course information data on pages 2 and 3.

****NOTE: ANY TRAINING TIME (PER INDIVIDUAL) ABOVE AND BEYOND THAT SPECIFIED BY THE ABOVE REFERENCED CONTRACT / ORDER NUMBER REQUIRES ADVANCE APPROVAL FROM THE CONTRACTING OFFICER.
 Revision 4 [2/11/05]

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FAA ACADEMY **End-of-Course Evaluation**

Course: Class: Training Org:

Shade circles like this: ☒
 Not like this: ☐



Do not write outside boxes.

The FAA Academy wants your candid opinions. Your feedback will help us provide the best possible products and services.

Please rate the course on the following factors:

	Highly Satisfactory	Satisfactory	Somewhat Satisfactory	Slightly Satisfactory	Not At All Satisfactory	N/A
Length of course.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Depth of information.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Pace of training.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Clarity of objectives.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Relevance to your job.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Sequence of content.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Opportunity to practice.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Suitability of course materials.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Effectiveness of instructors.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Equipment.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facilities.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
OVERALL QUALITY.....	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

If any area needs improvement, what specific change(s) would you suggest?

Rate how well the training met your needs: ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ N/A

If you selected "Fair" or "Poor," please explain.



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COMMENTS: (Please categorize any comment by printing it in the appropriate space and darkening the circle.)

☐ Suggestion

☐ Complaint

☐ Compliment

☐ Other

REMINDER: Did you darken the circle of each comment? **THANK YOU!**

INSTRUCTIONS FOR PREPARATION AND USE OF FAA FORM 4040-2, FAA CREWMEMBER CHECK RECORD

1. The following instructions apply to all users of FAA-owned, loaned, leased, bailed, or rented aircraft. Information reported through use of this form is essential data required to verify and validate qualifications of flight crewmembers. This form is the supporting document for the FAA Form 4040-7, which is used to enter these qualifications into the Flight Activity and Crew Tracking System (FACTS). This form may also be used alone (without the Form 4040-7) to enter information into FACTS. Reports generated by FACTS provide necessary information for budget review, program monitoring, and internal management control.
2. All check flight requirements shall be recorded on FAA Form 4040-2. Complete this form according to the instructions below. The office with jurisdiction over allocated flight-hours MUST ensure that this form is prepared in strict conformity to these instructions to assure maximum accuracy in the transfer of data to FACTS.
3. At the completion of flight and ground evaluations, the applicant signs in block 24 to confirm that the evaluation is complete and the result of the evaluation is understood. The original form shall be placed in the crewmember's flight record folder. A copy shall be given to the employee checked.
4. The master copy of this form is located on The National Flight Program Oversight's web.
5. If a participant is removed from the flight program due to resignation, retirement, or reassignment to a non-participant position, the crewmembers' flight record folder must be retained by the losing organization for one year after separation. The record may be offered to the participant for own use at the end of one year.

INSTRUCTIONS

	Permanent File Copy	Use box in upper right corner of form as a reminder when the form is to be retained permanently in a crewmember's record (such as for initial check flights in any FAA or rental aircraft category, class, and/or type.)
	Data Entry	Enter the initials of the operator who input the data contained on this form into the FACTS database. Enter the date the input was made.

Check Information

Block No	Block Title	Action
1.	Type of Check(s)	Place "X" in box next to the type of check flight being flown. Check all that apply.
2.	Type of Check Pilot	Place "X" in box next to the type of check pilot conducting the check.
3.	Base Month	Enter month and year when evaluation was conducted for the airmen evaluated (e.g., MM YYYY.) NOTE: Base month is a calculated field in the database. It is usually associated with initial qualification in a particular aircraft and serves as a reference for the approval authority and check pilot as to whether the check will be within the grace period.

Crewmember Information

4.	Name	Enter last name, first name, and middle initial as shown on the airman's certificate. ALWAYS enter middle initial in place of the middle name.
5.	Crew Assignment	Enter the crewmember assignment (PIC, SIC, Flight Engineer, etc.)
6.	Crew Number	Enter crew number of the airman being evaluated
7.	Certificate: Number/Grade	Enter the certificate number and grade (e.g., ATP, Commercial, etc) of the airman being evaluated.
8.	Medical: Class/Date	Enter class and date of the medical certificate for the airman being evaluated.
9.	Routing Symbol	Enter the routing symbol of the airman being evaluated.

Vehicle information

10.	Vehicle	Place "X" in box next to vehicle the check was taken in. If the check is taken in an aircraft, enter category - class and aircraft type; if taken in a simulator enter level (A-D); or if taken in a FTD enter level (1-7).
11.	Configuration / Maneuvers	Place "X" in box if check taken in Tail-wheel / Ski. Place "X" if Touchdown Autorotations are authorized.
12.	Crewmember Verification	Signature of crewmember acknowledging check ride being conducted and date signed.
13.	Management Approval	Signature of approving official and date signed. Print name and routing symbol of approving official below signature.

Evaluation

14.	Check Pilot Name	Enter last name, first name, and middle initial as shown on the check airman's certificate.
15.	Check Location	Enter office and location of office administering check (e.g., OKC, SAT, ACY).
16.	Date of Check	Enter date check was completed in MM/DD/YYYY format.

Maneuvers/Procedures Grade

17.	Maneuvers / Procedures Grade	<p>Block 17 contains a listing of maneuvers and procedures applicable to various check flights, aircraft types, and/or categories of airmen. The listing of maneuvers is continued on the back of the form. Enter one of the following letters underneath the Aircraft, Flight Training Device (FTD) or simulator columns that indicates the grade of each maneuver / procedure:</p> <p>S = Satisfactory T = Trained to Proficiency U = Unsatisfactory N = Not Applicable W = Waived</p> <p>NOTES:</p> <p>1. When (Oral or Written) or (Oral or Flight) appear after an evaluation item, circle which application applies.</p> <p>2. In block III Instr. Airplane/Helicopter, A.1., "Instrument T/O (RVR _____)," insert the lowest runway visual range used in the simulator for the instrument takeoff (e.g., RVR 1200).</p>
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Post Evaluation Summary

18.	Vehicle Data	Enter the Registration/Serial Number and Manufacturer/Model/Class of aircraft used for check.
19.	Block Time	Enter duration of evaluation flight in hours and tenths of hours (e.g., 1.2).
20.	Ground Time	Enter time used for ground evaluation in hours and tenths of hours, if applicable.
21.	Result of Check	MANDATORY ENTRY. Place "X" in the box next to the status of evaluation (i.e., Satisfactory or Unsatisfactory).
22.	Check Authorizations and Expiry	Place "X" in the box next to the type of authorized check(s) completed. For each check satisfied, fill in the month and year when evaluation(s) expires to the right of the word "Expires" (e.g., March 2008). In several instances, multiple FAR or program references are listed as standards for a particular check. The participant's job category or assigned flight program determines the standard which applies for his check.
23.	Remarks	The check pilot should write a short narrative of the evaluation. For an unsatisfactory check flight, each area in which a FLIGHT MANEUVERS GRADE of "U" was given must be documented in this block by the check pilot.
24.	Crewmember Concurrence (Optional)	The crewmember may sign in this block when the flight and ground evaluations are complete and all problems are resolved. The airman's signature confirms that the evaluation is complete and the result of the evaluation is understood.
25.	Check Pilot Verification (Required)	The check pilot signs this form when all entries are complete and the flight and ground evaluations are complete. Authority date should be completed when required in specific FAR 135 flight programs.
26.	Flight Review Endorsement (Crewmember must be evaluated to certificate held)	The check pilot completes this block certifying that the crewmember evaluated has satisfactorily completed a flight review of section 61.56(a).

FAA CREWMEMBER CHECK RECORD				1. Crew #		2. Name of Airman (first name, middle initial, last name)		
Ref.: 4040.9								
3. Check Location		4. Date of Check		5. Type of Check(s): <input type="checkbox"/> Initial (IQ) <input type="checkbox"/> Competency (CO) <input type="checkbox"/> Requalification (RQ) <input type="checkbox"/> Instrument (IP) <input type="checkbox"/> Line Check (LC) (All that apply) <input type="checkbox"/> Flight Engineer				
6. Routing Symbol		7. Airman Certificate (Commercial Pilot, Airline Transport Pilot, Flight Engineer)				8. Medical Information:		
		Grade: Certificate #:				Class: Date:		
9. Type Airman		10. Name of Check Airman (PRINT: first name, middle initial, last name)						
<input type="checkbox"/> Pilot <input type="checkbox"/> Flight Engineer <input type="checkbox"/> Technician								
11. Aircraft (Registration Number, Aircraft Make/Model/Class) Circle one: Tricycle Gear or Tail Wheel								
12. Simulator/FTD (Make/Model/Class) Circle appropriate level: 1 2 3 4 5 6 7 A B C D				13. Block Time		14. Ground Time		
				15. Base Month				
16. MANEUVERS / PROCEDURES GRADE								
(S - Satisfactory U - Unsatisfactory NA - Not Applicable W - Waived)								
I. Airplane, SEL, SES, MEL, MES			Acft		Sim			
A. PREFLIGHT					II. Helicopter		Acft Sim	
					A. PREFLIGHT		(II. Helicopter - continued)	
							4. Abnormal Procedures	
1. Equipment Exam (Oral or Written)					1. Equipment Exam (Oral or Written)		E. LANDINGS	
2. Preflight Inspection					2. Preflight Inspection		1. Normal	
3. Taxiing					3. Preflight Checks		2. Crosswind	
4. Sailing (Sea)					B. HOVERING		3. Pinnacle	
5. Pretakeoff Checks					1. Hovering Maneuvers		4. Confined Area	
B. TAKEOFFS					2. Surface/Air Taxi/Hover		5. Autorotations	
1. Normal					3. Slopes		6. Go Around	
2. Crosswind					C. TAKEOFFS		F. EMERGENCIES	
3. With Sim. Powerplant Failure (ME)					1. Normal		1. Emergency Procedures	
4. Rejected Takeoff (ME)					2. Crosswind		2. Tail Rotor Failure (Oral or Flight)	
5. Glassy Water (Sea)					3. Running Takeoff (Wheel Type)		3. Ground Resonance (Oral)	
6. Rough Water (Sea)					4. Pinnacle		4. Low G Conditions (Oral)	
C. IN-FLIGHT MANEUVERS					5. Confined Area		5. Dynamic Rollover (Oral)	
1. Steep Turns					D. IN-FLIGHT MANEUVERS		6. LTE (Oral)	
2. Approach to Stalls					1. Rapid Decelerations		7. Settling with Power (Oral or Flight)	
3. Simulated Engine Failure					2. Steep Turns		8. Power Failure at Hover	
4. Abnormal Procedures					3. Simulated Engine Failure			
5. Slow Flight					17. FLIGHT CHECK EXPIRATION REFERENCE			
D. LANDINGS					a. Aircraft and Current Knowledge (12 months)			
1. Normal					IAW: <input type="checkbox"/> FAR 135.293a <input type="checkbox"/> Order 4040.9 Expires			
2. Crosswind					b. Competency Check (12 months)			
3. Glassy Water (Sea)					IAW: <input type="checkbox"/> FAR 135.293b <input type="checkbox"/> FAR 61.58 Expires			
4. Rough Water (Sea)					<input type="checkbox"/> FAR 529b (Flight Engineer) <input type="checkbox"/> Order 4040.9 Expires			
5. No Flap					c. IFR Proficiency Check (6 months or 12 months - circle one)			
6. With Simulated Engine Failure					IAW: <input type="checkbox"/> FAR 135.297 <input type="checkbox"/> FAR 61.57 <input type="checkbox"/> FAR 61.58 Expires			
7. Rejected Landing					d. Autopilot Authorized (12 months)			
8. Beaching/Ramping or Docking/Mooring (Sea) circle one					IAW: <input type="checkbox"/> FAR 135.297g Expires			
E. EMERGENCIES					e. Line Check (12 months) (see IX. on reverse side)			
1. Emergency Procedures					IAW: <input type="checkbox"/> FAR 135.299 Expires			
					f. Requalification Check Flight (12 months)			
					Expires			
					g. Instructor Proficiency (FAR 135) (12 months) (see X. on reverse side)			
					Expires			
19. Signature - Approving Official					h. Check Airman Proficiency (FAR 135) (12 months) (see XI. on reverse side)			
					Expires			
					i. Other Check (Specify in remarks) Expires			
20. Signature - Airman					18. RESULTS OF CHECK <input type="checkbox"/> Satisfactory <input type="checkbox"/> Unsatisfactory <input type="checkbox"/> Incomplete			
21. Signature of Check Airman					22. REMARKS: (May be continued on back)			
(optional) Check Airman Authority Date (FI)								
					23. DATA ENTRY BY			
					Initials Date			

16. (continued) MANEUVERS / PROCEDURES GRADE									
(S - Satisfactory U - Unsatisfactory NA - Not Applicable W - Waived)									
PILOT			Acft	Sim	PILOT			Acft	Sim
III. INSTRUMENT AIRPLANE/HELICOPTER			B. TAKEOFFS			2. Go-around			
			1. Normal					3. Masting	
A. PROCEDURES			2. Crosswind						
1. Instrument Takeoff (rvr:)			C. IN-FLIGHT MANEUVERS			E. EMERGENCIES			
2. Area departure			1. Steep Turn					1. Emergency Procedures	
3. Unusual Attitudes			2. Slow Flight					2. Aborted Takeoff	
4. Holding			3. High Rate of Descent and Recovery					3. Engine Failure During Takeoff	
5. Area Arrival			4. Simulated Engine Failure					4. Engine Failure During Flight	
6. Precision Approaches			5. Abnormal Procedures						
Type: _____									
7. Landing From a Precision Approach			D. LANDINGS						
8. Non Precision Approaches			1. Normal						
Type: _____			2. Crosswind					VIII. OTHER	
Type: _____			3. Go-around					1. Judgement	
9. Circling Approach (Airplane)			E. EMERGENCIES			2. Crew Resource Management			
10. Landing from Circling Approach (Airplane)			1. Emergency Procedures					3. Regulation/Publication Reviewer	
11. Missed Approach			2. Lift Off At Low Airspeed and High angle of Attack (Oral)					4. Other (Specify)	
12. Navigation Procedures			3. Ground Resonance (Oral)					IX. LINE CHECK (FAR 135)	
13. Communication Procedures								1. Predeparture / Preflight Planning	
14. Use of Autopilot			VI. BALLOON			2. Dispatch			
IV. GLIDER			A. PREFLIGHT			3. Flight Operations			
A. PREFLIGHT			1. Equipment Exam (Oral or Written)					4. Crew Resource Management	
1. Equipment Exam (Oral or Written)			2. Preflight Inspection					5. Forms and Records	
2. Preflight Inspection			3. Pre-Launch Checks					6. Other (specify)	
3. Visual Signals			B. LAUNCHES			X. INSTRUCTOR AUTHORIZATION (FAR 135)			
4. Pretakeoff Checks			1. Normal					1. Fundamentals of Instructing	
B. TAKEOFFS AERO			C. IN-FLIGHT MANEUVERS			2. Technical Subject Areas			
1. Normal			1. Ascents					3. Flight Profile	
2. Crosswind			2. Altitude control (Level Flight)					4. Flt. Maneuvers (Left and Right Seat)	
3. Slack Line			3. Descents					5. Airmen Evaluation Techniques	
4. Box the Wake			D. LANDINGS			XI. CHECK AIRMAN AUTHORIZATION (FAR 135)			
C. TAKEOFFS GROUND			1. Normal					1. Fundamentals of Instructing	
1. Normal			2. Steep Approach to Landing					2. Technical Subject Areas	
2. Crosswind			3. High Wind Landing (oral or flight)					3. Flight Profile	
D. TAKEOFFS SELF LAUNCH			E. EMERGENCIES			4. Flt. Maneuvers (Left and Right Seat)			
1. Taxiing			1. Emergency Procedures					5. Airmen Evaluation Techniques	
2. Normal			VII. AIRSHIP			XII. FLIGHT ENGINEER			
3. Crosswind			A. PREFLIGHT			1. Equipment Exam (Oral or Written)			
E. IN-FLIGHT MANEUVERS			1. Equipment Exam (Oral or Written)					2. Preflight Inspection	
1. Steep turn			2. Preflight Inspection					3. Normal Operating Procedures	
2. Approach to Stalls			3. Unmasting and Positioning for Takeoff					4. Abnormal Operating Procedures	
3. Minimum Sink Airspeed			4. Pretakeoff Check					5. Performance Data	
4. Speed to Fly			B. TAKEOFFS			6. Cruise Control			
5. Abnormal Procedures			1. Ground Weigh-Off					7. Troubleshooting	
6. Engine Shut Down In Flight			2. Up-Ship Takeoff					8. Emergency Procedures	
F. LANDINGS			3. Wheel Takeoff					9. Forms and Records	
1. Normal								10. Post Flight	
2. Crosswind			C. IN-FLIGHT MANEUVERS			11. Crew Coordination			
G. EMERGENCIES			1. Flight To/From at Pressure Height (Oral or Flight)					12. Judgement	
1. Emergency Procedures			2. In-Flight Weigh-Off					13. Other (Specify)	
2. Simulated Rope Break			3. Manual Pressure Control						
V. GYROPLANE			4. Static and Dynamic Trim						
A. PREFLIGHT			5. Engine Failure During Flight						
1. Equipment Exam (Oral or Written)			6. Abnormal Procedures						
2. Preflight Inspection			D. LANDINGS						
3. Taxiing			1. Normal						
4. Pretakeoff Checks									
24. REMARKS (cont'd)									